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GREENVILLE CO. S. C.  
APR 4 11 37 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.

VOL 1461 PAGE 910

# MORTGAGE

THIS MORTGAGE is made this 3rd day of April 1979, between the Mortgagor, John J. Capitan, Jr. and Sheryl S. Capitan (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Eight Thousand and No/100 (\$58,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 3, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2008;

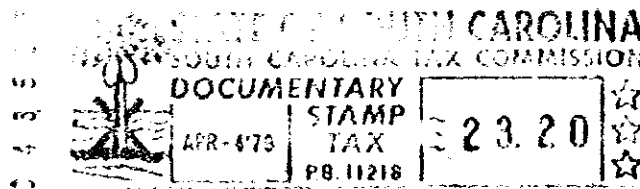
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or tract of land situate, lying and being in Greenville County, S.C., off Golf Course Road, on Beechwood Lane, consisting of 5.01 acres, being shown and designated as the greater portion of Tract E on plat of BEECHWOOD FARMS prepared by Arbor Engineers, dated March 7, 1978, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 6-M, Page 49, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Tracts D and E and running thence with the joint line thereof N 88-49-00 W 714.89 feet to an iron pin on the creek; thence with the creek as the line N 2-32-00 W 368.84 feet to an iron pin; thence S 77-04-00 W 835.54 feet to an iron pin on a road; thence running with the edge of the road S 25-49-00 W 107.35 feet to an iron pin; thence continuing with the edge of said road S 19-48-00 W 106.02 feet to an iron pin, the point of beginning.

TOGETHER with an undivided one-sixteenth (1/16) interest in and to that certain unpaved road shown on said plat commencing at the southern edge of said tract and running thence to Golf Course Road.

This being the same property conveyed to John J. Capitan, Jr. by deed of Brooks R. Prince and H. T. Sears, Jr. recorded on September 12, 1978, in the RMC Office for Greenville County, S.C., in Deeds Book 1087, Page 196. John J. Capitan, Jr. conveyed a one-half undivided interest in said property to Sheryl S. Capitan by deed to be executed and recorded of even date herewith.



which has the address of Beechwood Lane, Piedmont, S.C. 29673 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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